

TERMS AND CONDITIONS

1. **APPLICABLE LAWS:** This order is subject to the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*.
2. **DELIVERY DATE:** Shipment must be made by date specified. Please advise Contact on purchase order if shipment cannot be made as specified.
3. **PACKING LIST / DELIVERY TICKET:** A packing list or delivery ticket must be furnished with each shipment indicating the Purchase Order number, vendor name, item description, quantity ordered, and quantity shipped.
4. **CHANGES IN PURCHASE ORDER:** No changes or substitutions may be made in any of the provisions of this order without prior approval of the Contact on purchase order. If approved, a Change Order will then be issued.
5. **PRICES / PROMPT PAYMENT:** This order is acceptable only at prices stated. In the absence of other contractual terms, payment shall be due 30 days after receipt of properly completed invoice, or acceptance of materials or services, whichever is later. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice, or acceptance of materials or services, whichever is later. No tax shall be included, except as provided in this order.
6. **TAXES:** Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Federal Excise Tax Exemption Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling 703-324-3206.
7. **INVOICES / PAYMENTS:**
 - a. Vendor will render invoices as per specific instructions embodied in this order. Purchase Order number (PO number) issued by the County and ML Code must be referenced on all invoices, packages or correspondence.
 - b. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.
 - c. Address inquiries concerning the payment of invoices to:
 1. For Public School Invoices / Payments – contact: Department of Financial Services, 571-423-3636.
 2. For County Department Invoices / Payments – contact: Department of Finance, 703-324-2530.
8. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact as a result of this contract which is not disposed of by agreement shall be decided by the County Purchasing Agent, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution.
9. **INDEMNITY:** Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against any claims, damages, and actions of any kind or nature, whether at law or in equity, which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
10. **INSURANCE:** In the absence of other contractual terms, for work performed on Fairfax County owned or leased facilities or property, the Contractor shall maintain at a minimum, the following insurance coverages: Worker's Compensation - statutory requirements and benefits; Employer's Liability - \$100,000; Commercial General Liability - \$1,000,000 combined single limit; Automobile Liability - \$1,000,000 combined single limit.
11. **NON-DISCRIMINATION:** Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.
12. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
13. **DRUG FREE WORKPLACE:** During the performance of a contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B. 6 of the Fairfax County Purchasing Resolution.